

Exhibit 1

ASSIGNMENT AND TRANSFER OF MEMBERSHIP INTEREST

THIS ASSIGNMENT AND TRANSFER OF MEMBERSHIP INTEREST (this "Assignment") is made on this the 13th day of September 2024, by and between Joseph B. Adair, (hereinafter referred to as "Assignor") and MICHAEL BRANDON CLEMENTS (hereinafter referred to as "Assignee").

WHEREAS, Viral DRM, LLC is a Alabama limited liability company (hereinafter referred to as "Company") created pursuant to that certain Certificate of Formation filed on April 27th, 2022, with the office of the Alabama Secretary of State;

WHEREAS, the Assignor owns a Fifty percent (50.00%) Membership Interest in the Company (hereinafter referred to as "Interest");

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept an assignment from the Assignor his entire ownership in and to the Company, being 50%;

WHEREAS, the intent of Assignor and Assignee with respect to this Assignment is to effect a full and final assignment and transfer to Assignee the Assignor's entire ownership in and to the Company being 50%, with the consent of the members of the Company, pursuant to the Operating Agreement of the Company and the applicable provisions of the laws of the State of Mississippi and other applicable law;

WHEREAS, the parties agree that the assignment and transfer shall be effective as of as of the 1st day of January, 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby acknowledges that he will receive an amount of Ten and 00/100 Dollars (\$10.00), Assignor does hereby assign and transfer to the Assignee his entire ownership in and to the Company being 50%.
2. Acceptance and Assumption. With the concurrence and consent of the members of the Company, Assignee hereby accepts said assignment and transfer and agrees to be subject to all of the terms and conditions of the Operating Agreement of the Company.
3. Restrictions. The Assignee agrees that Assignee cannot sale his ownership interest nor can the Assignee pledge his ownership interest to any creditor without prior written consent from a majority of the other members of the Company.
4. Closing Costs. The parties hereto agree that the Assignor shall be responsible for all closing costs. However, each party shall pay their own expense including, without limitation, fees and expenses of agents, representatives, attorneys, and accountants and other professionals incidental to the consummation of this Agreement.

5. Further Actions. Assignor and Assignee hereby agree to take such further actions and to execute any additional documents necessary and reasonably requested by Assignor, Assignee or the Company in order to effectuate the matters set forth in this Assignment.

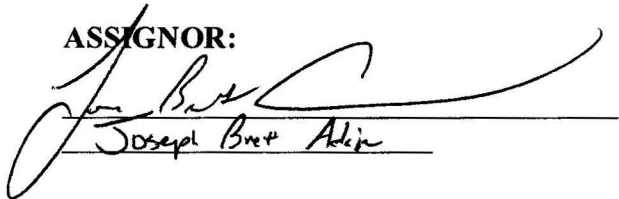
6. Successors. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto, as well as their respective successors, assigns and heirs.

7. Governing Law. This Assignment shall be governed under the laws of the State of Mississippi.

8. Entire Agreement. This Assignment is fully integrated and represents the entire agreement between the parties as to its subject matter.

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date set forth herein.

ASSIGNOR:


Joseph Brett Allen

ASSIGNEE:


MICHAEL BRANDON CLEMENTS

STATE OF Mississippi
COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county/parish and state, on this 13 day of September 2024, within my jurisdiction, the within named Michael Brandon Clements duly identified before me, who acknowledged that he executed the above and foregoing instrument.

Melinda Smith
NOTARY PUBLIC

My Commission Expires:
MELINDA SMITH, NOTARY PUBLIC
(Affix official seal)
JACKSON COUNTY
MY COMMISSION EXPIRES MARCH 15, 2028
COMMISSION NUMBER 115650

STATE OF MISSISSIPPI
COUNTY OF ~~COCHOS~~ Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13 day of September 2024, within my jurisdiction, the within named Michael Brandon Clements, duly identified before me, who acknowledged that he executed the above and foregoing instrument.

Melinda Smith
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My Commission Expires:

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★ STATE OF MISSISSIPPI ★
MELINDA SMITH, NOTARY PUBLIC
JACKSON COUNTY
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Viral DRM/Live Storms Media mutual interest agreement

1. Live Storms Media will continue to actively participate and assist Viral DRM, Live Storms Media and the clients of both organizations with all matters regarding IP protection. This is included but not limited to.
 - A. Access to Live Storms Media IP email address ip@livestormsmedia.com
 - B. Login and download access to the video manager section of Live Storms Media CDN for Viral DRM representatives.
 - C. YouTube channel access to at least the copyright section of Live Storms Media YouTube channel.
 - D. Invoices involving settlement or legal claims involving Viral DRM.
 - E. Access to licensing terms and conditions as well as general licensing for clients shared by Live Storms Media and Viral DRM clients.
 - F. YouTube videos involved in rights management will not be deleted from the Live Storms Media YouTube channel.
2. Viral DRM will indemnify Live Storms Media and Live Storms Media management from any intellectual property claims set in motion by Viral DRM after the date of this agreement (9/13/2024) September 13th, 2024. This indemnification does not include intentional harm or in the event Viral DRM was provided incomplete or incorrect information.

Name: Joseph Brown

Title: Authorized Representative

Company: Live Storms Media LLC

Date: 9/13/2024

Name: Michael B. Clement

Title: CEO

Company: Viral DRM, LLC

Date: 9/13/2024

Notary -
Melinda
Smith

★ STATE OF MISSISSIPPI ★
MELINDA SMITH, NOTARY PUBLIC
JACKSON COUNTY
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